

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

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FILE: B-184304

DATE: January 14, 1976

MATTER OF: Metropolitan Ambulance Service

DIGEST:

1. Cancellation of IFB after bid opening and resolicitation for emergency medical care vehicles is not unreasonable where record indicates IFB failed to include mandatory Federal specification and specifications as set forth were otherwise inadequate, ambiguous or deficient.
2. Where small business concern was rejected as nonresponsible for lack of capacity, failure of procuring activity to refer matter to SBA pursuant to FPR § 1-1.708-2 was not improper since valid determination to cancel solicitation was subsequently made.

Metropolitan Ambulance Service (Metropolitan) has protested against the cancellation of invitation for bids (IFB) No. 650-9-76, issued by the Veterans Administration Hospital, Providence, Rhode Island. The subject IFB was issued on April 17, 1975, for the furnishing of ambulance and/or hired car service for beneficiaries of the Veterans Administration (VA) during the period July 1, 1975, through September 30, 1976.

Bids were opened on May 20, 1975, and of the three small business concerns responding, Metropolitan submitted the low bid in the amount of \$38,513. Preaward surveys were conducted of the three firms. The VA reports that Metropolitan, located approximately 10 miles from the hospital, was inspected on June 18, 1975. The vehicles inspected consisted of a 1974 GMC Suburban ambulance, a 1967 Cadillac ambulance, without air conditioning, and with over 75,000 miles on the speedometer, and a 1973 Plymouth which was to be made available for use as a hired car. The VA reports that on June 24, 1975, the inspection team forwarded an inspection report to the contracting officer with the recommendation that the contract be awarded to the East Providence Ambulance Company, inasmuch as the other bidders were found nonresponsible as to capacity.

Metropolitan protests the VA's determination that its firm was found to be nonresponsible as to capacity and contends that an award should be made to its firm as the low responsive, responsible bidder. Essentially, Metropolitan takes exception to the deficiencies noted by the inspection team, and states that the matter should have been submitted to SBA for possible issuance of a certificate of competency (COC) pursuant to section 1-1.708 (1964 ed. amend 71) of the Federal Procurement Regulations (FPR).

The procuring activity takes the position that such a referral was not required because the contracting officer made a determination to cancel the solicitation. In this connection, by letter dated August 20, 1975, the contracting officer advised Metropolitan as follows:

"A thorough review of the file has revealed that inadequate, ambiguous and otherwise deficient specifications were cited in the invitation for bids.

"We are, therefore, in accordance with Federal Procurement Regulations subpart 1-2.404-1(b) cancelling the solicitation in question.

"The service will be resolicited, using updated and current specifications and your firm will be requested to submit a bid."

In response to Metropolitan's August 22, 1975, request that VA advise its firm of the specific grounds for concluding that the IFB contained "ambiguous and otherwise deficient specifications," the contracting officer sent Metropolitan a letter dated September 4, 1975, which stated in pertinent part as follows:

"1. The paragraph pertaining to 'ATTENDANTS' under the Special Conditions should have read as follows:

"'Prices quoted in the Schedule include the services of a qualified driver and an attendant (EMERGENCY MEDICAL TECHNICIAN for emergency care

vehicle) on any assignment where a patient is transported in the performance of this contract.'

- "2. The paragraph pertaining to 'VEHICLE' under the Special Conditions should have read as follows:

"'The emergency medical care vehicle (ambulance) under the terms of the contract will meet the minimal vehicle requirements as established by Federal Specifications KKK-A-1822 dated January 2, 1974. The vehicle could be a TYPE I Ambulance (Conventional Cab-Chassis with Modular Ambulance Body), a TYPE II Ambulance (Standard Van, forward control, integral cab-body ambulance) or a TYPE III Ambulance (Specialty Van, forward control integral cab-body ambulance).'

- "3. The paragraph pertaining to the placing of orders for service required that the service should be furnished within a reasonable time after receiving a request. It should have been more specific by indicating that a reasonable time will be considered as normally 45 minutes.

- "4. The 'SCHEDULE' should have included an additional item which will cover the furnishing of oxygen when required and ordered.

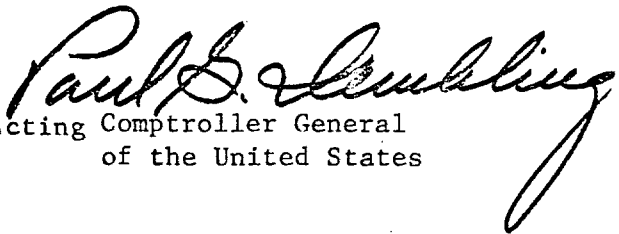
- "5. The Special Conditions should have included a paragraph for the reimbursement of the Contractor for time lost in waiting at either end or both ends of a trip due to causes beyond his control."

Although the letter of August 20, 1975, advising bidders that the IFB was being canceled did not mention the failure to include in the IFB Federal specification code KKK-A-1822 as a basis for canceling the IFB, it appears that this is a mandatory specification for emergency medical care vehicles as of July 1, 1975. Under these circumstances, resolicitation of the requirement to include

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this mandatory specification as well as to set forth any additional requirements which were not previously set forth in the IFB appears to be reasonable and therefore not subject to objection by our Office.

In view of our conclusion, the contracting officer's failure to refer the question of Metropolitan's responsibility to SBA is immaterial.


Acting Comptroller General
of the United States